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CLERK

No. 80-2184

# Court of the United States

ober Term, 1981

LOWE & GUIDUBALDI,
RTNERSHIP, *et al.*,
*Petitioners,*

vs.

Y GENERAL OF OHIO,
*venor-Respondent.*

R WRIT OF CERTIORARI TO THE
ATES COURT OF APPEALS
THE SIXTH CIRCUIT

## PONDENT IN OPPOSITION

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# No. 80-2184

# In the Supreme Court of the United States

**October Term, 1981**

---

SINDELL, LOWE & GUIDUBALDI,
A PARTNERSHIP, *et al.*,
*Petitioners,*

VS.

ATTORNEY GENERAL OF OHIO,
*Intervenor-Respondent.*

---

ON PETITION FOR WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

---

## BRIEF OF RESPONDENT IN OPPOSITION

---

### STATEMENT OF THE CASE

The settlement of the so-called Kent State litigation was announced on January 4, 1979 by District Judge William K. Thomas. The settlement was based upon an

agreement reached earlier between the parties (Appendix, A1-7).[1] It was funded by the State of Ohio which was not a party to the litigation.[2]

The settlement of the Kent State Case was unique and concluded complex litigation which spanned nearly a decade.[3] By reason of its uniqueness, the decision of the District Court regarding attorneys' fees must be analyzed in terms of the circumstances surrounding the settlement and the award of fees.

The tentative agreement between the parties was reached in December, 1978. However, it was conditioned upon the action of the Controlling Board of the State of Ohio to fund the settlement. The Controlling Board on January 4, 1979 approved payment of $675,000 to the plaintiffs provided that no more than $50,000 of that sum would be paid in attorneys' fees; further, that only $25,000 of that sum would be paid to cover trial expenses. It was the express understanding and intent of the Controlling Board acting for the State of Ohio that the settlement of necessity must insure that $600,000 would be

---

1. Respondent will refer to pages from petitioner's Appendix, giving reference to the pages by preceding them with the letter "A." References to the Supplemental Appendix which is incorporated in respondent's brief will be designated with the letters "SA."

2. *Krause, Admr. v. The State of Ohio*, 31 Ohio St. 2d 132 (1972); dismissed for want of substantial federal question, 409 U.S. 1059 (1972), *rehearing denied*, 410 U.S. 918 (1973). The Supreme Court of Ohio held that "(t)he State of Ohio is not subject to suits in tort in the Courts of this State without the consent of the General Assembly."

3. *Scheuer v. Rhodes; Krause v. Rhodes*, 416 U.S. 232 (1974); *Krause, Admr. v. The State of Ohio*, 31 Ohio St. 2d 132 (1972); *Hammond v. Brown*, 323 F. Supp. 326 (N.D. Ohio, 1971); *aff'd* 450 F.2d 480 (6th Cir. 1971); *United States v. Shafer*, 384 F. Supp. 496 (N.D. Ohio, 1974); *C.B.S., Inc. v. Young*, 522 F.2d 234 (6th Cir. 1975); *Krause v. Rhodes*, 471 F.2d 430 (6th Cir. 1972); 390 F. Supp. 1070 (N.D. Ohio, 1974); 390 F. Supp. 1072 (N.D. Ohio, 1975); 570 F.2d 563 (6th Cir. 1977).

received by plaintiffs (Supplemental Appendix, SA1-4 & 8-9).

Since the State of Ohio was not a party to the Kent State litigation, its agreement to pay $675,000 to settle the suits was not the offer of a defendant seeking a release.

Pursuant to ancillary jurisdiction as well as authority derived from 42 U.S.C. §1988, the Court ordered attorneys' fees limited to $50,000, allocating that sum among the various attorneys who represented plaintiffs. In announcing its decision, the District Court stated:

> *Of course the cases could not be settled until and unless the State of Ohio agreed to pay the settlement sum of $675,000.*
>
> * * * * *
>
> A settlement of these cases spares the parties—plaintiffs and defendants—the trauma, the anguish, and the uncertainties of a trial that is reliving the events of those days in early May of 1970.
>
> Continuing the trial of these cases would vicariously cause likely injury to the reputation and well being of a great university. That probable harm will be avoided.
>
> There is also incalculable benefit to our beloved State of Ohio in finally closing this chapter in our state's history. (Emphasis added. Appendix, A2.)

On appeal, the State of Ohio took no stand with respect to the manner in which the $50,000 was allocated among the various attorneys.[4] It is the position of the

4. It should be noted for the record that the Sindell firm was the original counsel for twelve of the Kent State plaintiffs. After the first trial of this case, there was a jury verdict for de-

(Continued on following page)

tate of Ohio that the settlement reached in the Kent tate Case was valid and that under the circumstances he District Court properly exercised its discretionary uthority in setting a limit of $50,000 on attorneys' fees.

## REASONS FOR DENYING THE WRIT

### I. THE DISTRICT COURT HAD ANCILLARY JURISDICTION AS WELL AS AUTHORITY PURSUANT TO 42 U.S.C. §1988 TO DETERMINE THE AMOUNT OF ATTORNEYS' FEES.

The Civil Rights Attorney's Fees Awards Act of 1976, s amended, 42 U.S.C. §1988 provides in pertinent part:

> . . . the court, in its discretion, may allow the prevailing party . . . a reasonable attorney's fee as part of the costs.

The District Court, invoking this discretionary auhority under 42 U.S.C. §1988, determined that fees would e limited to the fixed sum of $50,000.

In addition to this statutory authority, the District ourt relied upon its ancillary jurisdiction over the issue o limit and allocate the $50,000 among the attorneys.

In *Grimes v. Chrysler Motors Corp.*, 565 F.2d 841 2d Cir. 1977), the District Court distributed settlement unds among plaintiffs, plaintiffs' trial attorney and plainffs' attorney of record. In upholding the jurisdiction

---

ootnote continued—

endants. The appeal of this verdict was prosecuted not by Sindell ut by a team of ACLU lawyers headed by Sanford Rosen. It as this team which represented plaintiffs in the second Kent tate trial and which participated in the discussions which culinated in the settlement.

e trial court to apportion the settlement funds, the of Appeals stated at 565 F.2d 844:

> Although the exact jurisdictional question involved in this suit rarely arises, there is ample authority to support the general proposition that
>
> a district court acquires jurisdiction of a case or controversy as an entirety, and may, as an incident to the disposition of a matter properly before it, possess jurisdiction to decide other matters raised by the case of which it could not take cognizance were they independently presented.

. A. Wright, Federal Courts § 9 at 19 (1970). The upreme Court has established that the exercise of ncillary jurisdiction is appropriate where the subdiary controversy "has direct relation to property assets actually or constructively drawn into the ourt's possession or control by the principal suit." *ulton National Bank of Atlanta v. Hozier*, 267 U.S. 76, 280, 45 S.Ct. 261, 262, 69 L.Ed. 609 (1925). Under ese standards, the District Court's distribution of e *Grimes* settlement funds and its determination appropriate disbursements was clearly ancillary to s approval of the settlement in the case. [Citations nitted.]

*ee also Garrett v. McRee*, 201 F.2d 250 (10th Cir. *Schmidt v. Zazzara*, 544 F.2d 412 (9th Cir. 1976); *of Iowa v. Union Asphalt & Roadoils, Inc.*, 409 F.2d (8th Cir. 1969); *American Federation of Tobacco ers, Inc. v. Allen*, 186 F.2d 590 (4th Cir. 1951).

is clear that the District Court was duly empowered der the award of attorney fees.

## A CONTINGENT FEE CONTRACT BETWEEN A LAWYER AND CLIENT IS PROPERLY SUBJECT TO THE SUPERVISION AND CONTROL OF THE COURTS.

he existence of a contingent fee contract between yer and his client does not preclude supervision ntrol by the courts. As stated in *Spilker v. Hankin*, 2d 35, 39 (D.C. Cir. 1951):

> Fee contracts between attorney and client are *subject of special interest and concern to the courts. ey are not to be enforced upon the same basis as dinary commercial contracts.* (Emphasis added.)

he reason given for this "special interest and con- regarding attorney's fees contracts is the fact that eys are officers of the court. The *Spilker* court at 188 F.2d 37-38:

> In a very real sense attorneys are officers of the urt in which they practice; and clients are wards the court in regard to their relationship with their torneys.

regard to its supervisory power over members of r, a court has jurisdiction over certain activities members, including the charges of contingent fees. *nger v. Teitelbaum*, 475 F.2d 137, 141 (3rd Cir. *cert. den.* 414 U.S. 1111, 94 S. Ct. 840, 38 L. Ed. 973).

he existence of a contingent fee contract does not sh the court's supervisory control over the fees to rded in a given case. The award of fees in *Garrett Ree, supra*, was not conditioned upon the lack of press contingent fee arrangement. In that case, expressly argued that the attorneys involved had ontingent fee contracts. The award of fees in the

e was made pursuant to the court's "power
attorney's compensation and direct its pay-
ite the existence of a private fee arrangement.
*McRee, supra,* at 201 F.2d 253.

ion of the District Court in exercising control
sion over the members of its bar finds further
le 83, Federal Rules of Civil Procedure. Rule
in pertinent part:

all cases not provided for by rule, the district
may regulate their practice in any manner
onsistent with these rules.

on the language of Rule 83, it has been held
have "the inherent power . . . to take appro-
n to secure the just and prompt disposition
*Schlesinger v. Teitelbaum, supra,* at 475 F.2d

strict Court had authority to set the amount
s' fees in this case notwithstanding the exis-
contingent fee agreement. This authority de-
the court's supervisory powers over the mem-
bar, the Federal Rules of Civil Procedure,
urt's inherent power to take action to secure
d prompt disposition of cases.

**AWARD OF ATTORNEYS' FEES WAS
IN THE SOUND DISCRETION OF THE
RICT COURT. IT WAS AFFIRMED BY
CIRCUIT COURT AND SHOULD NOT BE
RTURNED WITHOUT A CLEAR SHOWING
BUSE.**

ner asks this Court to grant his Petition for
on the grounds that there is "confusion among
circuits" and that this Court should settle
ant question of federal law."

tion of these cases reveals no "confusion arious circuits." Virtually all courts dealing vard of attorney fees in civil rights cases at the question is one of discretion for the as to the initial decision to award fees as he amount of fees to be ordered. The lan- U.S.C. §1988 specifically provides that attor- be awarded by "the court, in its discretion."

that fee awards may vary from circuit to case to case does not establish disagreement ircuits. It is simply a reflection of the fact rds are discretionary and that various factors e each trial court.

etitioner objects to cannot be characterized ng a "conflict among the circuits." Rather, taking issue with the exercise of the court's This scarcely qualifies as a federal question es determination by this Court.

t be disputed that the award of attorney fees onary matter. 48 U.S.C. §1988; *Garrett v.* , at 201 F.2d 254; *Schmidt v. Zazzara, supra,* 414.

ning the actions of Judge Thomas, the Circuit l *Cappel v. Adams,* 434 F.2d 1278, 1280 (5th

sum determined to be a reasonable attorney's thin the discretion of the district court; before ving court should disturb the holding there e a clear showing that the trial judge abused etion. (Appendix, A61.)

uit Court found that Judge Thomas was well scretion in limiting attorneys' fees to $50,000. to saying that to allow Attorney Sindell to

ingent fees would be "totally unreason-
stated:

et, had the court accepted Sindell's posi-
d have been unable to approve the settle-
ere would have been no funds to disburse
ner. The State of Ohio had conditioned
nt offer upon the plaintiffs' "netting"
he State cannot have been motivated by
soning which ordinarily prompts litigants
es; Ohio had a stake not just in disposing
but in calming the bitter conflict over
ich had raged within its borders—as well
ut the nation. Thus, the limitations im-
e recoveries were absolutely essential to
ement of this unique case. (Appendix,

strict and Circuit Courts were aware that
had expended considerable time in pur-
unsuccessful trial of the Kent State Case.
ever, that this was not the only aspect
most important one which must be con-
ing the reasonableness of the fees. Citing
136 App. Div. 750, 121 N.Y.S. 426, 428,
7, 92 N.E. 1085 (1910), the Circuit Court
tingent fee arrangement "may be such
in the first instance a fair contract be-
its enforcement." (Appendix A61-2).

rmitted enforcement of Sindell's contin-
the facts presented to the trial court
have been unfair and totally unreason-
l have undermined the settlement for
ve been no funds to disburse in any man-
A61).

Court said further:

te that Steven Sindell failed to produce
y benefit for these plaintiffs. We also
the ACLU lawyers who obtained this
re receiving nothing for their services.
facts, the award of $33,740 to Sindell
ent or former law firms is at least fair
. (Appendix, A63.)

led to demonstrate to the Circuit Court
use of discretion on the part of the trial
ell-settled rule that a Court of Appeals
he discretionary action of a lower court
a clear abuse of discretion. This rule
e discretion of a court in setting attorney
*McRee, supra,* at 201 F.2d 254; *Schmidt*
, at 544 F.2d 414.

rule, this Court will not disturb the
on of courts below where the action has
. See, *Fireball Gas Tank & Illuminating*
*l Acetylene Co.*, 36 S. Ct. 86, 239 U.S.
d. 191 (1915); *General Stores Corp. v.*
t. 516, 350 U.S. 462, 468, 100 L. Ed. 550

abuse of discretion on the part of the
only was his decision reasonable, it was
passionate. Further, the District Court
erly affirmed.

**N FOR WRIT OF CERTIORARI**
**O JUSTICIABLE CONTROVERSY**
**E FOR ADJUDICATION AT THIS**

ate have not attempted to enforce contracts. Nothing in the Order ap- prohibits them from so doing. The :

any suit or claim be filed in any epting, of course, any appeal from s of this court), the court reserves ue an appropriate and effective writ under 28 U.S.C. §1651 or 28 U.S.C. and effectuate" the orders of this , A25.)

sking this Court to speculate as to urt would do in the event suit were cts. Such speculation violates the t the Supreme Court does not antic- onstitutional law in advance of the it. *Liverpool, New York and Phil- Company v. Commissioners of Emi-* 39 (1885); *Anniston Manufacturing* . 337, 355 (1937).

oint to no rights which have been etitioner to this Court "cannot com- de to suffer." *Ohio ex rel. Lloyd* 445, 450 (1904).

etitioner presents to this Court no y which is presently ripe for adju-

## ENT OF THE KENT STATE AS UNIQUE AND DOES NOT SSUE OF GREAT PRECEDEN- WHICH MERITS REVIEW BY

ry roles of this Court is to set udicial action covering similar fact then can be guided in their rulings reason of this, cases of precedential by this Court for review.

se is *not* in this category. It has The forces and factors which ef- the Kent State Case were unique. should not review the decision of ich was affirmed by the Circuit

## ONCLUSION

he Kent State litigation was unique. ich had no stake in the litigation, The State's offer was conditioned t the plaintiffs would receive $600,- $675,000 authorized; further, that be limited to $50,000 and out-of- 000.

t controlling precedent covering the se to guide the District Court in its ettlement between the parties based *ffer* of the State of Ohio. Judge patience of Job and the wisdom of a conclusion this hostile and painful ng acted reasonably and within his

e Circuit Court of Appeals in its
e that we now ring down the
a which so bitterly divided our
'0's."

submitted,

ULTON
. L. REICHARD
Floor-Bulkley Building
and, Ohio 44115
241-5310
*rneys for Respondent, Attor-
ey General of Ohio*

*sel:*

I J. BROWN
*ney General of the State of Ohio*
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bus, Ohio 43215
E. SHANKLIN
ast Broad Street
bus, Ohio 43215

## SUPPLEMENTAL APPENDIX

### Affidavit of Burt Fulton

STATE OF OHIO )
) SS.
CUYAHOGA COUNTY )

AFFIDAVIT

BURT FULTON, being first sworn, deposes and states as follows:

(1) In the matter of *Arthur Krause, et al. v. James A. Rhodes, et al.,* [and consolidated cases set forth in the caption sheet] affiant represented all defendants at both the first and second trials.

(2) Following reversal and remand of these cases to the District Court and while that matter was before Judge Don J. Young, settlement negotiations were commenced with Sanford Jay Rosen [lead counsel for plaintiffs] by affiant and Charles E. Brown and Charles E. Shanklin, additional counsel representing defendants.

(3) Following reassignment of these cases to Judge William K. Thomas, settlement negotiations were continued between plaintiffs' lead counsel, Sanford Jay Rosen, and defendants' counsel set forth in paragraph 2.

(4) Settlement negotiations carried on prior to December 18, 1978 were communicated by the undersigned affiant and Attorneys Brown and Shanklin directly to members of the Controlling Board of the State of Ohio. In addition, negotiations were communicated to the members of the Controlling Board of the State of Ohio through

intermediaries including but not limited to Attorney Ge
eral William J. Brown and Thomas Moyer, Executive A
sistant to Governor James A. Rhodes.

(5) Prior to December 18, 1978, a tentative settleme
agreement was reached between plaintiffs and defendan
This tentative settlement agreement between plaintiffs ar
defendants was conditioned upon the action of the Co
trolling Board of the State of Ohio to fund the settlemer

(6) It was the understanding of the affiant that th
Controlling Board of the State of Ohio tentatively agree
to the settlement of $675,000, provided that no more tha
$50,000 of that amount would be paid in attorneys' fee
that $25,000 would be paid to cover expenses of trial i
curred to date by plaintiffs; further, that the remainin
$600,000 would be paid directly to all plaintiffs and/
their legal representatives for injuries and deaths suffere
on May 4, 1970 at Kent State University.

(7) Affiant states that the Controlling Board of th
State of Ohio met on December 18, 1978 but failed to a
on such agreement; further, that affiant was advised tha
such action could not take place until after January 2, 197

(8) Affiant and Attorneys Brown and Shanklin co
tinued discussions directly with members of the Controllin
Board of the State of Ohio as well as indirectly throug
Attorney General William J. Brown and Thomas Moye
Executive Assistant to Governor James A. Rhodes. A
fiant was advised that under no conditions would th
Board permit more than $50,000 to be paid for attorney
fees if the Board were going to act and approve the tent
tive settlement arrived at between plaintiffs and defe
dants.

(9) On January 4, 1979, the Controlling Board of th
State of Ohio met in order to approve or disapprove th

settlement. Prior to the decision of the Controlling B of the State of Ohio, Attorney General William J. Br advised affiant [who in turn advised the Court and p tiffs' counsel] that the settlement figure of $675,000 a final figure; that the Board only would act on cond that $600,000 be paid directly to the plaintiffs and/or t legal representatives; that Court costs would be $25 further, that attorneys' fees would be limited to $50 that if these conditions were not acceptable, the m could not be concluded by payment of the State of ( of the agreed settlement figure.

(10) The statements of Attorney General Wil Brown were communicated to the Court and to plain counsel. The settlement was concluded on that basis, the understanding that $50,000 was the limitation or torneys' fees to be paid by the State of Ohio.

(11) Attorney General William J. Brown was prised on January 4, 1979 that this was acceptable t plaintiffs. Thereafter, on January 4, 1979, the Contro Board of the State of Ohio met and approved the payı of $675,000 in order to settle and conclude all causes. $675,000 was to be allocated as follows:

$600,000 to the plaintiffs and/or their representa
50,000 for attorneys' fees
25,000 for expenses.

(12) Affiant states that following the actions o Controlling Board of the State of Ohio and approval o settlement by both plaintiffs and defendants, Judge liam K. Thomas on January 4, 1979, prepared his Jou Entry setting forth the breakdown of the $675,000 an allocation of payments to the various plaintiffs and legal representatives. This entry is attached as Exhi

and incorporated as part of this Affidavit. This
amended on January 18, 1979 and is attached as

Further affiant sayeth naught.

.....

BURT FULTON

SWORN TO BEFORE ME and subscribed i
ence this ..... day of February, 1979.

.....

Notary Public

**Printer's note:**

Exhibit I to the Affidavit of Burt Fulton
Page A3 of the Appendix to Petitioner's Br
not reprinted herein.

**Exhibit II**

**Journal Entry of the District C**

(Filed January 18, 1979)

UNITED STATES DISTRICT CO
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

---

ARTHUR KRAUSE, Administrator of the Estate of ALLISON KRAUSE, Deceased,

VS.

JAMES A. RHODES, *et al.*

SARAH SCHEUER, Administratrix of the Estate of SANDRA LEE SCHEUER, Deceased,

VS.

JAMES A. RHODES, *et al.*

ELAINE MILLER HOLSTEIN, Administratrix of the Estate of JEFFREY GLENN MILLER, Deceased,

VS.

JAMES A. RHODES, *et al.*

LOUIS A. SCHROEDER, Administrator of the Estate of WILLIAM K. SCHROEDER, Deceased,

VS.

JAMES A. RHODES, *et al.*

DEAN KAHLER, ELAINE KAHLER,
JOSEPH JOHN LEWIS and
ELIZABETH LEWIS,

vs.

JAMES A. RHODES, *et al.*

JOHN R. CLEARY and ROBERT CLEARY,

vs.

JAMES A. RHODES, *et al.*

DONALD SCOTT MACKENZIE,

vs.

JAMES A. RHODES, *et al.*

DOUGLAS WRENTMORE,

vs.

JAMES A. RHODES, *et al.*

JAMES D. RUSSELL,

vs.

JAMES A. RHODES, *et al.*

THOMAS M. GRACE and THOMAS V. G

vs.

JAMES A. RHODES, *et al.*

ALAN M. CANFORA,

vs.

JAMES A. RHODES, *et al.*

ROBERT F. STAMPS and FLOYD STAM

vs.

JAMES A. RHODES, *et al.*

ORDER ON

THOMAS, *J.*

Pursuant to this order I deli
Rosen, State of Ohio draft in the a
I received on January 17, 1979 fr
President of the State Controlling
delivered to me under conditions
of Mr. Howarth, attached hereto
court's settlement and terminatio
1979, you were designated as Tru
the settlement fund in accord wit
tions of the order. You are dire
trusteeship pursuant to my order
the letter of President Howarth.

If essential to the execution o
quest instructions from time to t
to file a trustee's report upon fin
pletion of your acts and responsi

It is so ordered.

/s/ WILLIAM
*United*

Exh

CONTROLLING BOARD
30 East Broad Street
Columbus 43215

The Honorable William K.
Judge, U.S. District Court
Northern District of Ohio
U.S. Courthouse, Room 33
201 Superior Avenue
Cleveland, Ohio 44114

Dear Judge Thomas:

As the Assistant Direct
and Management, and Pre
Board, I herewith present t
of $675,000. I am authoriz
trolling Board Request No
1979. Enclosed herewith,
thorizing document, with t
missal Order incorporated
"Exhibit A." I incorporate
uments.

I ask that you carefull
presented only under the t
and Dismissal Order upon
approval is conditioned. I
of these funds other than
and Dismissal Order woul
which the enclosed draft i
understanding that Mr. S
distribution will be accord
conditions.

Further, it is our u
will be made only afte
ecuted and the individ
udice to further action
above understandings b
nal Entry manifesting

If you have any qu
do not hesitate to call n

Sincer

/s/

cc: Attorney General
Repr. Robert Netz
Repr. A. G. Lanci
Repr. Myrl Shoem
Senator Harry M
Senator William
Senator Stanley A
Senator Paul Gill
Charles Brown, E
Charles Shanklin,
Sanford J. Rosen/

**Printer's note:**

Exhibit "A" attach
at page A3 in the Ap
not reprinted herein.

EQUEST FOR TRANSFER
F GENERAL APPROPRIATIONS
ND REALLOTMENT BY QUARTERS

| Agency Name | Agency Code |
|---|---|
| Office of Budget and Management | 042 |

The Controlling Board is requested to authorize transfer of

Fund Name
General Revenue Fund

| "X" To | Appropriation Line Item | Fund No. | Item Code |
|---|---|---|---|
| | All Purposes Fund | 911 | 401 |
| X | Kent State Settlement | 042 | 403 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Explanation of Request (Use Continuation Sheet If Necessary)

Pursuant to Section 127.1
and Management (OBM) subm
bringing the Kent State s
Controlling Board.

Attached hereto as "Exhibi
reference, is a document
Order". As contemplated
conditioned upon the ter

If approved, OBM will pro
that the Controlling Boa

December 18, 19

Agency Request No. Date of Request

The Bureau of Fiscal Services in accordance with ordinary disbur

The Board approves the above request, on

Director of Finance

000005 042 042 00472 00037 01 01 1 (DEPT | RECAP | SUB | DATE)

DO NOT FOLD
STAPLE OR MUTILATE

THOMAS E. FERGUS
AUDITOR OF STATE
COLUMBUS, OHIO 4321

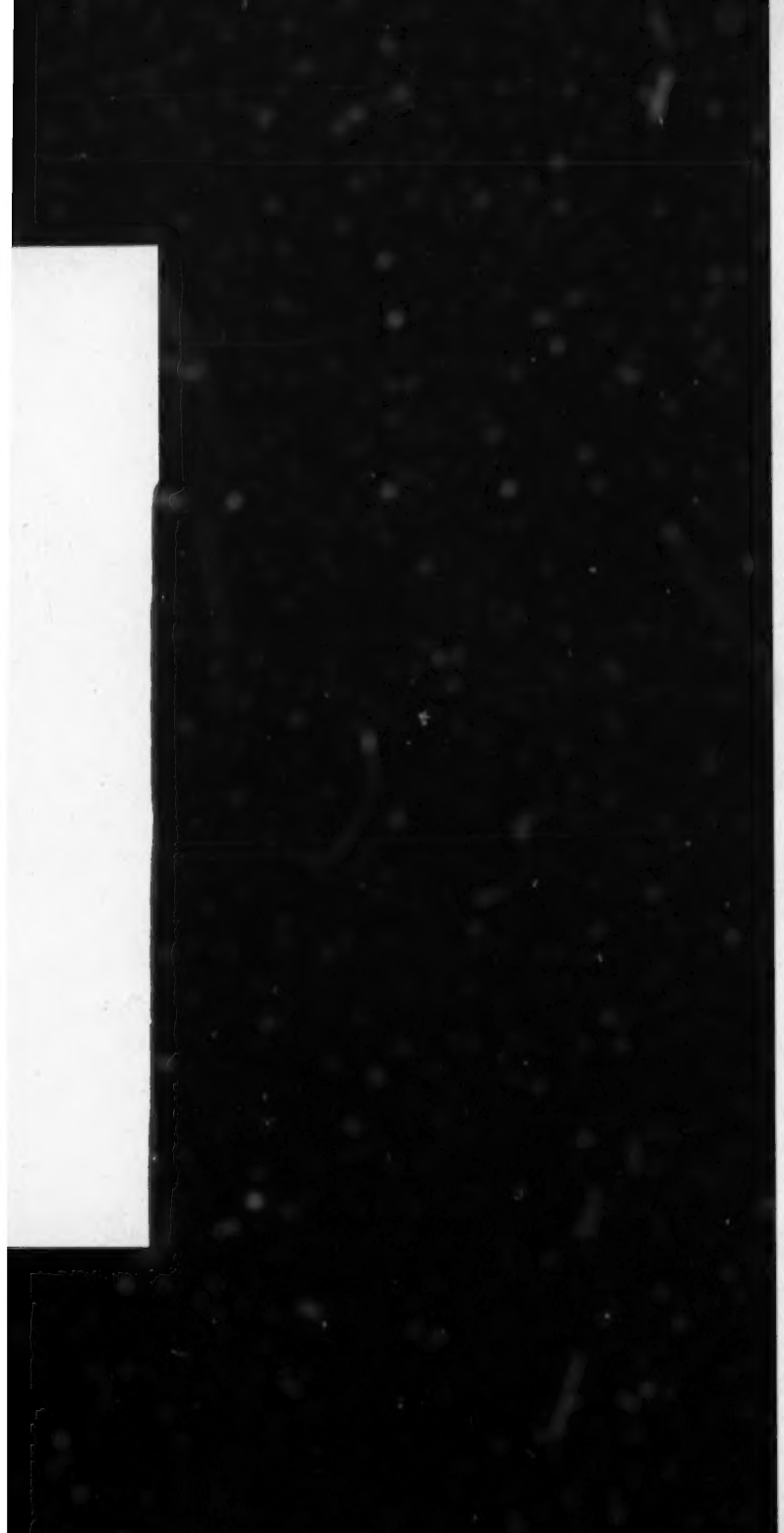
TO THE TREASURER OF STATE

FROM: CONSOLIDATED WARRANT FUND

PAY TO THE ORDER OF

S J ROSEN, TRUSTEE, RE
SETTLEMENT CASE NOS: C70-544,
816,859;C71-20,21,22,23,
24,25,26,470,471;C72-439;
C73-643. US DIST CT, ND,OH,ED

:0440=0078:



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